

A. G. Contract No. KR94 1342TRN
ECS File No.: 94-100
Project: Various ADOT ORGS
Section: Provide Training

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE MARICOPA COUNTY
COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is entered into 30 AUGUST, 1994,
pursuant to Arizona Revised Statutes, Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and the
MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT, acting by and
through its VICE CHANCELLOR (the "District").

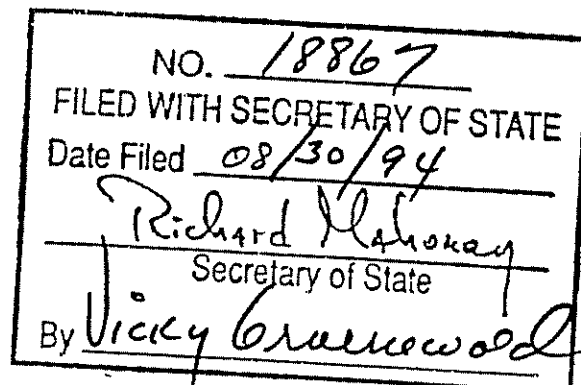
I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The District is empowered by Arizona Revised Statutes
Section 15-1444 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has
authorized the undersigned to execute this agreement on behalf
of the District.

3. The State has a continuing requirement for various
trade, technical and professional training such as welding,
construction inspection, leadership certification, etc. The
State does not employ the necessary technically skilled
instructors to provide this training. The District has agreed
to arrange and provide the desired training at the various
community colleges throughout the County.

THEREFORE, in consideration of the mutual agreements expressed
herein, it is agreed as follows:



II. SCOPE

1. The State will:

a. Appoint a training coordinator within the ADOT to interface with the District relating to the training. Provide appropriate advance notification to the District or representative community college of the various types and geographical areas of desired training. Coordinate as required with the District or community college representatives to arrange and receive the training.

b. Be responsible for all costs or fees associated with the training, as in a typical community college/student relationship.

c. Reimburse the District or representative community college within 30 days after receipt and approval of training invoices. Such reimbursements will be in the form of State purchase orders, financed by the budget of the individual organizations within ADOT receiving the training.

2. The District will:

a. Appoint a training coordinator within the organization to interface with the State relating to the training. Coordinate the administrative aspects of the training with the various representative community colleges within the jurisdiction of the District.

b. Provide training curriculum and approved certified instructors for courses requested by the State that have an agreed minimum number of enrollees.

c. Invoice the State upon the beginning of each class.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until cancelled by either party upon thirty (30) days written notice to the other, or other competent authority.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

Every payment obligation of
the State and BLM under
this contract is conditioned
upon the available or allocation
of funds for the contract.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Human Resource Development Center
1130 North 22nd Avenue Mail Drop 069R
Phoenix, AZ 85009-3716

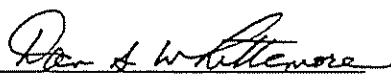
Maricopa County Community College District
Director of Business & Workforce Development
2411 West 14th Street
Tempe, AZ 85281

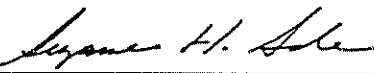
7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

MARICOPA COUNTY COMMUNITY
COLLEGE DISTRICT

STATE OF ARIZONA
Department of Transportation

By 
DAN S. WHITTEMORE
Vice Chancellor

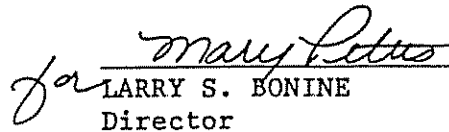
By 
SUZANNE H. SALE, Director
Administrative Services
Division

JPA 94-100

RESOLUTION

BE IT RESOLVED on this 10th day of June 1994, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Administrative Services Division, to enter into an agreement with the Maricopa County Community College Board for the purpose of defining responsibilities for the Board to provide various trade, technical and professional training.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted for approval and execution by the Director, Administrative Services Division.


LARRY S. BONINE
Director

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MARICOPA
COMMUNITY
COLLEGES

July 27, 1994

District Governing Board

Roy C. Amrein
Donald R. Campbell
M. Grant Christensen
Linda B. Rosenthal
Nancy Stein

Paul A. Elsner
Chancellor

Family of Affiliated
Colleges and Centers

Chandler-Gilbert
Estrella Mountain
GateWay
Glendale
Mesa
Paradise Valley
Phoenix
Rio Salado
Scottsdale
South Mountain
Maricopa Skill Center

District Support
Services Center
2411 West 44th Street
Tempe, AZ 85281-6941

Mail:
P.O. Box 13349
Phoenix, AZ 85002-3349

(602) 731-8000
(602) 731-8850 FAX

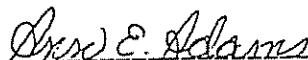
TO WHOM IT MAY CONCERN:

I, Ann E. Adams, hereby certify that I am the official custodian of the records of the Maricopa County Community College District Governing Board. I further certify that at its meeting on July 26, 1994, the Governing Board approved an intergovernmental agreement between the Maricopa County Community College District and the Arizona Department of Transportation as follows:

MOTION NO. 8270

(B-3) INTERGOVERNMENTAL AGREEMENT WITH ARIZONA DEPARTMENT OF TRANSPORTATION - approval of an intergovernmental agreement between the Arizona Department of Transportation (ADOT) and the Maricopa County Community College District (MCCCD) to enable ADOT employees to be enrolled in courses in the MCCCD and the tuition and fees paid from ADOT budgets.

Donald R. Campbell moved that the Governing Board accept the Consent Agenda with the exception of items A-1, B-9, B-10, B-11 and B-12. Motion carried 5-0.


Ann E. Adams
Assistant to the Governing Board

a a
Enclosure



July 7, 1994

Paul A. Elsner
Chancellor

Family of Affiliated
Colleges & Centers

Chandler-Gilbert
Estrella Mountain
GateWay
Glendale
Mesa
Paradise Valley
Phoenix
Rio Salado
Scottsdale
South Mountain
Maricopa Skill Center

District Support
Services Center
2411 West 14th Street
Tempe, AZ 85281-6941

Mail:
P.O. Box 13349
Phoenix, AZ 85002-3349
(602) 731-8000

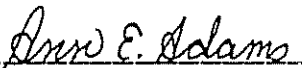
TO WHOM IT MAY CONCERN:

I, Ann E. Adams, hereby certify that I am the official custodian of the records of the Maricopa County Community College District Governing Board.

I further certify that at its meeting on January 10, 1984, the Governing Board approved an Amendment to Fiscal Resolution as follows:

MOTION NO. 5446

Dr. Christensen moved that the Governing Board approve the following fiscal resolution which substitutes the wording Vice Chancellor for Administration for Executive Vice Chancellor: RESOLVED that the Vice Chancellor for Administration or designee is hereby empowered to act as Agent of the Governing Board in the following actions: A. Investment and reinvestment of all idle funds as allowed under the laws of the State of Arizona. B. Signing of construction change orders in an amount up to \$2000 per change order. C. Approval of contracts, routine and continuing in nature, including student work study agreements, routine educational project contracts with private organizations and other governmental agencies. D. Signing of rental of facilities agreements -- E. Signing of contracts other than those included in Items #C and #D after appropriate Governing Board action has been taken. Motion carried 5-0.



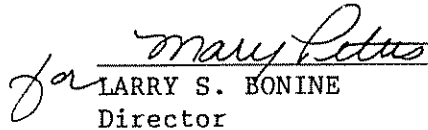
Ann E. Adams

Assistant to the Governing Board

RESOLUTION

BE IT RESOLVED on this 10th day of June 1994, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Administrative Services Division, to enter into an agreement with the Maricopa County Community College Board for the purpose of defining responsibilities for the Board to provide various trade, technical and professional training.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted for approval and execution by the Director, Administrative Services Division.


LARRY S. BONINE
Director

APPROVAL OF THE MARICOPA COUNTY
COMMUNITY COLLEGE DISTRICT ATTORNEY

I have reviewed the above referenced proposed agreement between the ARIZONA DEPARTMENT OF TRANSPORTATION and the MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT and declare this agreement to be in proper form and within the powers and authority granted to the District under the laws of the State of Arizona.

DATED this 27th day of July, 1994.

By Jamie Bradshaw